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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT NO. 21 TO LEASE NO. GS-11P-LVA01970 |
| ADDRESS OF PREMISES 2451 Crystal Drive Arlington, VA 22202-4804 | PDN Number: |

THIS AMENDMENT is made and entered into between **Fifth Crystal Park Associates Limited Partnership** whose address is c/o JBGS/OP Management Services L.L.C
4445 Willard Avenue, Suite 400
Chevy Chase, MD 20815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government: **WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended upon execution by the Government as follows:

Pursuant to the following terms and conditions, the Lease shall be extended for forty-eight (48) months commencing on April 1, 2020 and expiring on March 31, 2024.

1. Extension Term: This Lease Amendment (LA #21) is issued to extend the above referenced lease effective April 1, 2020 through March 31, 2024.
2. Leased Premises: The lease is being extended for the entire Leased Premises consisting of 61,256 BOMA rentable square feet (RSF) / 49,323 ANSI BOMA Office Area Square Feet (ABOA SF) of office space located on a portion of the first (1st) floor for 3,583 RSF / 3,088 ABOA SF, the entire second (2nd) floor for 31,791 RSF / 25,613 ABOA SF, and a portion of the third (3rd) floor for 25,882 RSF / 20,622 ABOA SF of the building known as 2451 Crystal Drive, located at 2451 Crystal Drive, Arlington, Virginia, per the attached "Exhibit #1 - Floor Plans". Also included in the Leased Premises are Fifty (50) permits for unreserved parking. Parking shall be provided in the garage that services the building complex.
3. Annual Rent: Effective April 1, 2020, the Government shall pay annual rent of \$2,999,032.00 consisting of \$2,879,032.00 (\$47.00 per RSF) for the office space plus \$120,000.00 for fifty (50) permits for unreserved parking. Rent shall be payable at the rate of \$249,919.33 per month in arrears. The annual rent does not include a tenant

This Lease Amendment contains 3 pages excluding Exhibits.

All other terms and conditions of the Lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Fifth Crystal Park Associates Limited Partnership

By: CESC Park Five Manager L.L.C.

Signature: David R. Ritchey
 Name: David Ritchey
 Title: Executive Vice President
 Date: 4/15/2020

FOR THE GOVERNMENT:

DocuSigned by:
 Signature: Sylvia H. Nicolas
 Name: Sylvia H. Nicolas
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 4/20/2020



WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

improvement allowance (TIA) or a building security amortized capital (BSAC). The annual rent is inclusive of an operating costs base and the applicable real estate tax base as stated below.

4. Operating Expenses: During the extension term, for the purpose of CPI adjustments required in Section 3.7 of SFO Number 06-019, the next operating cost adjustment shall be effective January 18, 2021 utilizing as a base, the current 2020 CPI adjusted operating expense base amount of (b) (4) included in the annual rent. Operating cost escalations shall continue without interruption during the Extension Term. This base amount for the operating costs is inclusive of the cost for the Lessor to provide daytime cleaning services for the entire premises.
5. Real Estate Taxes (RET): During the Extension Term, for the purpose of RET adjustments required in Sections 3.5 and 3.6 of SFO No. 06-019, RET adjustments shall continue to be processed without interruption as follows:
 - a) RET adjustments due for the Leased Premises located on the portion of the first (1st) floor and the entire second (2nd) floor shall continue to be processed using the established base year for the period covering January 18, 2008 through January 17, 2009 and the Government's percentage of occupancy for the portion of the Leased Premises on the first (1st) and second (2nd) floors shall continue to be 8.68%.
 - b) RET adjustments due for the Leased Premises located on a portion of the third (3rd) floor shall continue to be processed using the established base Calendar Year 2013 and the Government's percentage of occupancy for the portion of the Leased Premises on the third (3rd) floor shall continue to be 6.33%.
6. Alterations to the 3rd floor: Per this extension LA, Lessor shall be responsible for the cost to perform alterations to the 3rd floor Leased Premises in accordance with the attached "Exhibit #2 - Scope of Work", and "Exhibit #3 – 3rd Floor Alteration Plan". In the event the Government makes any changes to the work to be performed by the Lessor from that shown on the attached Scope of Work and 3rd Floor Alteration Plan, then the Government shall reimburse Lessor for all increased costs attributable to such changes.
7. Broker Commission and Commission Credit: CBRE, Inc. is the authorized real estate Broker representing the Government in connection with the Lease Extension. The total Commission amount has been established as (b) (4) due upon execution of this LA. Of this amount, only (b) (4) of the Commission will be payable by the Lessor to CBRE, Inc. The remaining balance of (b) (4) shall be applied as a one-time commission credit/abatement against rent due to the Lessor for the first month of the Extension Term as indicated below:

Rent due to Lessor for April 2020 shall be: \$206,733.85 = (b) (4)].
8. Parking: In addition to the fifty (50) unreserved parking permits included in the Annual Rent paragraph above, at any time during the Extension Term, the Government shall be entitled to acquire up to thirteen (13) additional permits for unreserved parking in the garage that services the building complex.
9. Acceptance of Existing Conditions: Subject to the alterations to the 3rd floor referenced in Paragraph 6 above, the parties acknowledge and agree that the Leased Premises and the Building Shell conditions in the Building subject to the Building Shell Requirements of SFO #06-019 are accepted "as-existing". The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the Leased Premises. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the commencement of the Extension Term. The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease. If replacement is or becomes necessary, such replacement must be no less than equal in quality and function to the existing.
10. Cyclical Repainting and Recarpeting: The Lessor shall not be required to perform either cyclical repainting or cyclical carpet replacement during the Extension Term.
11. Government Owned Equipment: The Government shall continue to be responsible for the cost and expense to purchase, install, separately meter, operate, repair and maintain and replace both existing Government owned equipment, and Government equipment that may be installed in the future, including but not limited to above standard HVAC equipment for areas that routinely have extended hours of operation, for special purpose areas and for areas that have spot cooling requirements.

Lessor:  DS
Gov't:  DS

12. Removal of Government Furniture, Fixtures, and Equipment: Except as noted below, and as a condition of vacating the Leased Premises or any portion thereof, the Government shall be solely responsible for the following cost and expenses:
- a) Furniture, Fixtures & Equipment: The Government shall be responsible for the removal of all Government furniture, fixtures, and equipment with the exception of supplemental HVAC units if the Government elect to abandon them in place. The Government shall not be responsible for the cost to restore the Leased Premises and shall not be responsible for the cost to remove IT cabling within the Leased Premises. The Leased Premises shall be vacated by the Government and returned to the Lessor in broom clean condition.
 - b) Non-Standard Building Locks: All codes and keys for non-standard building locks shall be provided to the Lessor.
13. Attachments: This LA contains the following Exhibits:
- a) Exhibit #1, floor plan of the Leased Premises, 3 pages
 - b) Exhibit #2, Scope of Work, 2 pages
 - c) Exhibit #3, 3rd Floor Alteration Plan, 1 page

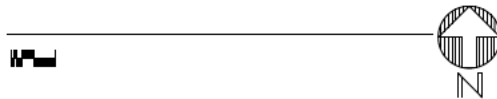

This document will not constitute a payment until the date of execution by the Government. As a result, no payments whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

INITIALS: DS
DRR
LESSOR & DS
SHZ
GOV'T

Exhibit #1 (page 1 of 3)
2451 Crystal Drive - 1st Floor
GS-11P-LVA01970

 3

(b) (5), (b) (7)(F)



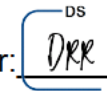
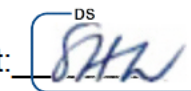
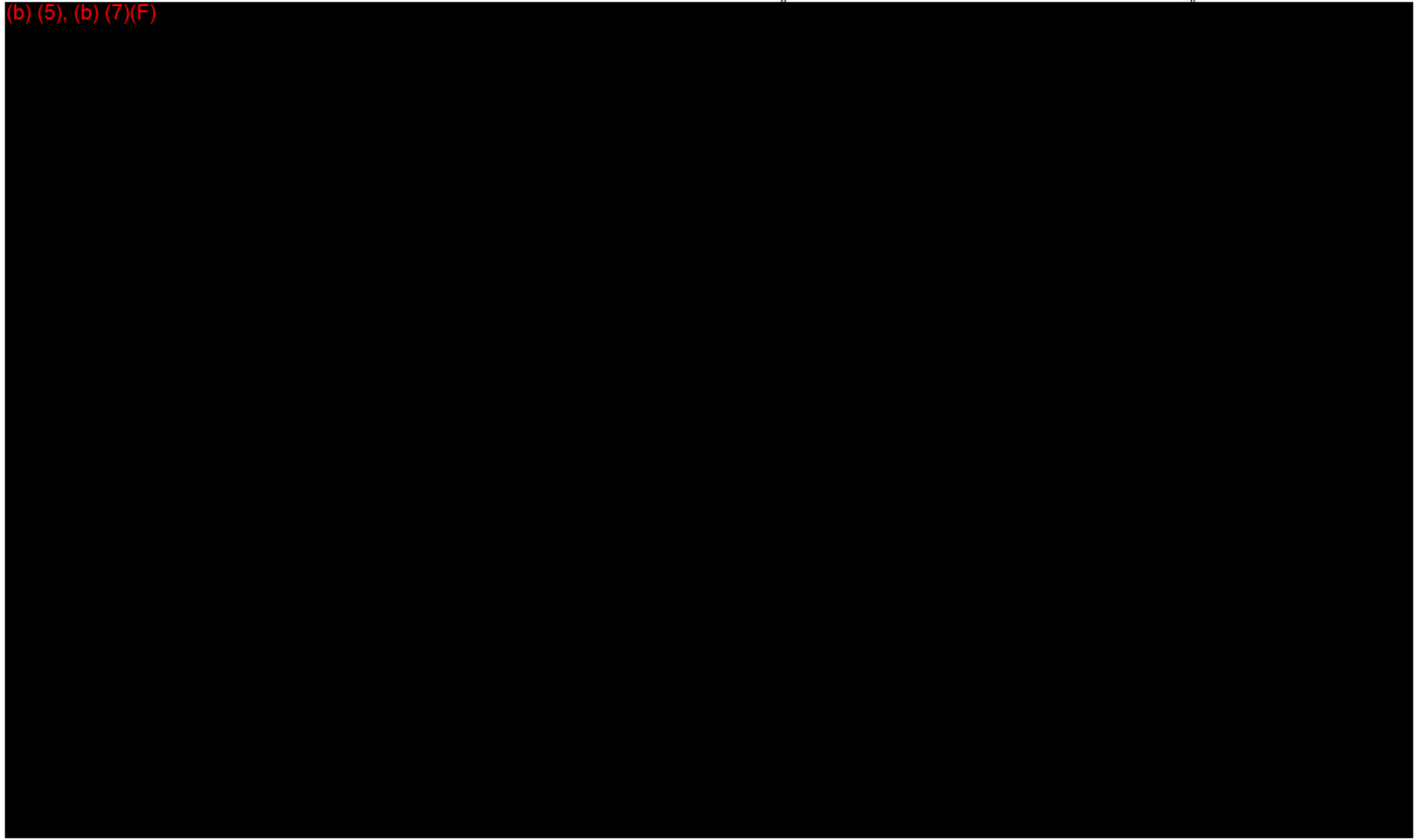
Lessor: ^{DS} Gov't: ^{DS}

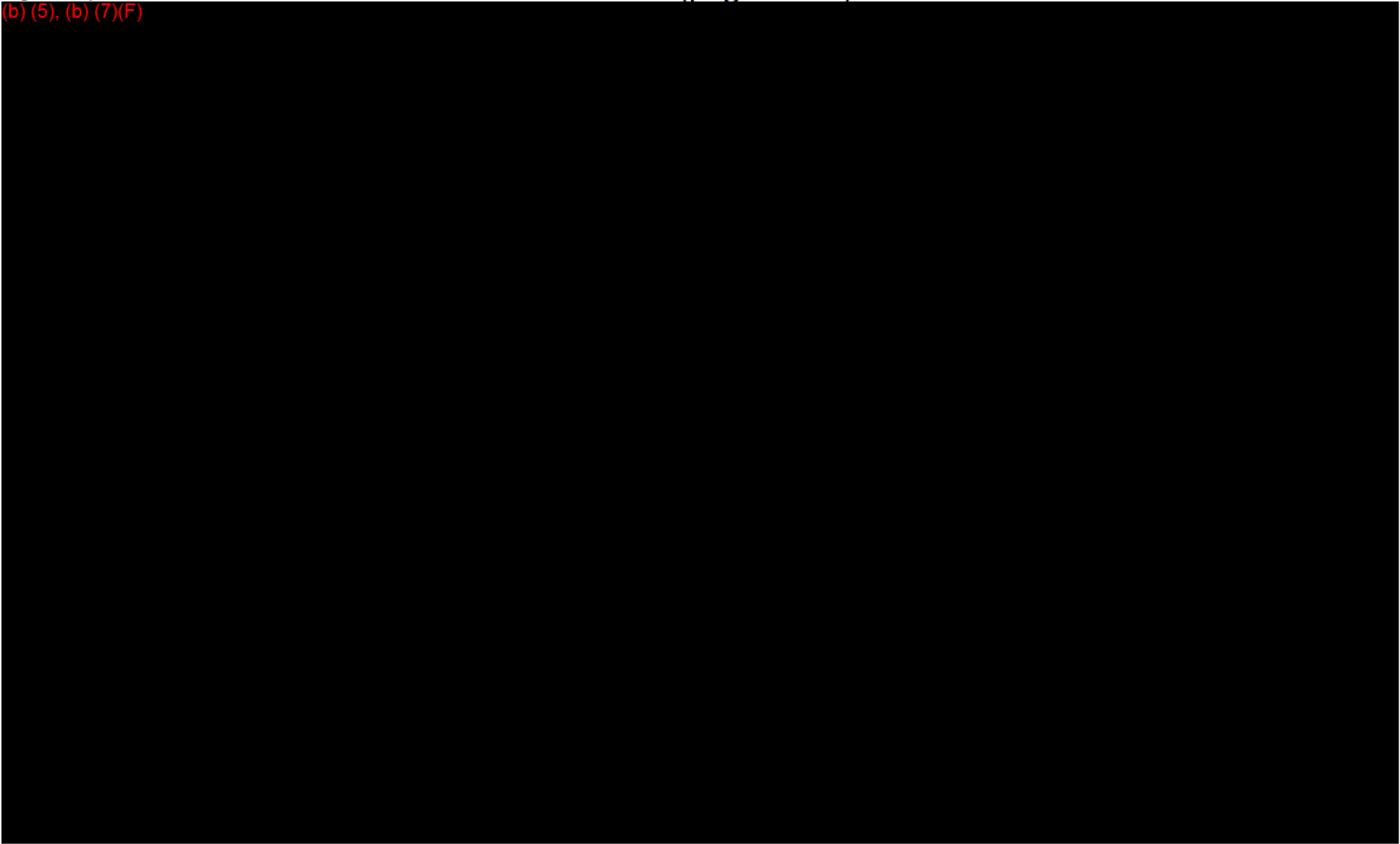
Exhibit #1 (page 2 of 3)
2451 Crystal Drive - 2nd Floor
GS-11P-LVA01970

(b) (5), (b) (7)(F)



Lessor: ^{DS}DRR Gov't: ^{DS}SHZ

(b) (5), (b) (7)(F)



Lessor: ^{DS}DRR Gov't: ^{DS}SHZ

Exhibit #2 to LA #21
Scope of Work
Lease Number GS-11B-01970

Pursuant to paragraph number 6 of Lease Amendment #21, the Lessor shall be responsible for the cost to perform alterations to a portion of the Employer Compliance Inspection Center located on the 3rd floor in accordance with this Scope of Work and the 3rd Floor Alteration Plan. In the event the Government requires changes to the work to be performed by the Lessor as i.) detailed below or ii.) in the 3rd Floor Alteration Plan, or iii.) causes any delay in the performance of such work by the Lessor, then the Government shall reimburse Lessor for all increased costs attributable to such changes or delays.

1. **Temporarily Vacating a Portion of the 3rd Floor Leased Premises:** The Government shall temporarily vacate the area designated as the Employer Compliance Inspection Center as shown on the 3rd Floor Alteration Plan to enable the Lessor to perform the Government's renovations.
 - a) The Government shall vacate the area designated as the Employer Compliance Inspection Center no later than June 1, 2021, and shall provide the Lessor with no less than 60 calendar days written notice of the date on which the Government will vacate the Employer Compliance Inspection Center.
 - b) Upon the later of i.) the Government temporarily vacating the area designated as the Employer Compliance Inspection Center or, ii.) the Lessor having received the required 60 calendar days prior written notice of the date on which the Government vacated the area designated as the Employer Compliance Inspection Center, the Lessor shall have 60 calendar days to complete the renovations detailed below and in the 3rd Floor Alterations Plan.
 - c) When the Government temporarily vacates the area designated as the Employer Compliance Inspection Center, the Government shall be, at its sole expense, responsible for removal of all Government and personal property from such area, except that existing furniture, fixtures and equipment shall remain in their existing location.
2. **Construction and Reconfiguration:** Except as provided in the second sentence of this Scope of Work, the Lessor shall be responsible for the cost to perform the following alterations in accordance with the 3rd Floor Alteration Plan. The Lessor's obligation to perform alterations shall be solely limited to the highlighted Renovation Area as shown on the 3rd Floor Alteration Plan, and the specifications detailed below:
 - a) Existing Furniture: The Lessor shall be responsible for reconfiguring the Government's existing furniture within the Renovation Area. The reconfiguration shall include the cost to reconnect (rewire) telephone and data cabling and the system furniture electrical feeds to the reconfigured systems furniture. The Lessor shall not be responsible for connecting the Government's computers or associated computer equipment or telephones to the Government's computer network or telephone system.
 - b) Above Standard HVAC: The Lessor shall install an above standard HVAC unit in the new conference room number 311, which HVAC unit shall not exceed 3 tons. The Lessor shall install a submeter for electrical consumption by the HVAC unit, and the Government shall reimburse the Lessor for the cost of electricity consumed by the HVAC unit. The HVAC unit shall be maintained, repaired and, as needed, replaced by the Government at its sole expense, except as covered by the manufacturer's warranty for such unit.

- c) Excess Furniture: Excess furniture located in the Renovation Area shall be dismantled by the Lessor and stacked in the Renovation Area. Simultaneously with the Government's provision of the required 60 calendar notice specified in paragraph 1 above, the Government shall notify the Lessor in writing that i.) the Government shall at its expense remove the dismantled excess furniture from the Renovation Area and disposing of such dismantled excess furniture or ii.) the Government shall transfer ownership of the dismantled excess furniture to the Lessor, in which event the Lessor be responsible for disposing of the dismantled excess furniture.
 - d) Permits & Fees: The Lessor shall be responsible for the cost for building permits and associated fees, if necessary for the work to be performed by Lessor pursuant to this Scope of Work and the 3rd Floor Alteration Plan.
3. Security Access Control: The Lessor shall make a good faith effort to reprogram the Government's existing in-place security access control readers that provide access to the 3rd floor Leased Premises. The security access control readers shall be reprogrammed to provide separate access control to i.) the Employer Compliance Inspection Center, and ii.) TESC MOD. The Lessor shall not be responsible for purchasing and installing additional security card readers. The reprogramming of the existing security access control readers shall be coordinated between the Government, the Lessor and the Lessor's security vendor. The Lessor shall be responsible for paying no more than \$10,000 to reprogram the security access control system. In the event that the anticipated cost to reprogram the security control system exceeds \$10,000, then the Government shall have the option of paying the additional cost to reprogram the security control system or reducing the scope of the reprogramming effort to keep the cost thereof to \$10,000.
 4. Lessor Provided Furniture: Per the 3rd Floor Alteration Plan, the Lessor shall be responsible for providing conference room tables in Conference Room 311. The conference room tables shall remain the personal property of the Lessor and shall remain in the premises at the expiration of the lease.
 5. Physical Move: The Lessor shall not be responsible for providing physical move related services from 2450 Crystal Drive or any other location to 2451 Crystal Drive.
 6. Access to 3rd Floor Premises: Upon the Government temporarily vacating the area designated as the Employer Compliance Inspection Center, the Government shall provide the Lessor and its contractors with unrestricted daytime access to that Center to perform the construction and reconfiguration pursuant to this Scope of Work and the 3rd Floor Alteration Plan. The construction and reconfiguration shall be performed by a commercial construction general contractor. The general contractor and its employees and vendors shall not be required to obtain any security clearances.
 7. Additional Information to Be Provided by the Government: The Government shall cooperate with the Lessor and the Lessor's architect to provide additional technical information (electrical/telephone/data receptacle locations, etc.) to complete the construction documents for the permit and pricing of the work to be performed pursuant to this Scope of Work and the 3rd Floor Alteration Plan. All such additional information shall be provided by the Government to the Lessor no later than fifteen (15) working days after the Lessor and the Government mutual execution of this Lease Amendment #21.
 8. Sensitive Compartmented Information Facility (SCIF): If a SCIF currently exists on the 3rd floor Leased Premises, the Lessor shall not be required to recertify the SCIF.

GSA GENERAL SERVICES ADMINISTRATION
GSA/DC Services Division, WPJ
301 7th Street, SW
Washington, DC 20407
Room 2670


CRYSTAL PARK 5
2451 CRYSTAL DRIVE
ARLINGTON, VA

GSA U.S. General Services Administration
#GS-XXX-XXXX

MANAGEMENT BY:


JBG SMITH
4445 WILLARD AVENUE SUITE 400
CHEVY CHASE, MARYLAND 20815
PHONE: 204.333.3600

ARCHITECT:


8245 Boone Blvd., Suite 701
Vienna, VA 22182
(703) 891-2300
WWW.INTERNETDESIGN.COM

ENGINEER:

| Issue | Description | Date |
|-------|--------------------------------------|---------|
| | SPACE PLAN ISSUED FOR REVIEW | 3/20/20 |
| | REVISED SPACE PLAN ISSUED FOR REVIEW | 3/25/20 |
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